



Entered on Docket  
April 20, 2011

Hon. Linda B. Riegle  
United States Bankruptcy Judge

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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re:  
COMMPARTNERS HOLDING CORPORATION,  
a Nevada corporation

- ☐ Affects this Debtor.
- ☒ Affects all Debtors.
- ☐ Affects COMMPARTNERS, LLC, a Nevada limited liability company
- ☐ Affects COMMPARTNERS CARRIER SERVICES CORPORATION, a Nevada corporation
- ☐ Affects COMMPARTNERS NETWORK SERVICES, LLC, a Nevada limited liability company

**Case No.: BK-S-10-20932-LBR; Chapter 11  
Substantively Consolidated and Jointly  
Administered with:**

10-20933 CommPartners, LLC  
10-20934 CommPartners Carrier Services Corp.  
10-20935 CommPartners Network Services, LLC

**SALES PROCEDURE HEARING:**

Date: April 11, 2011  
Time: 3:00 p.m. PDT

**SALE HEARING:**

Date: April 26, 2011  
Time: 1:30 p.m. PDT

**ORDER: (I) APPROVING PROCEDURES FOR THE SALE OF  
DEBTORS' HOSTED SERVICES ASSETS, (II) SCHEDULING A FINAL  
HEARING APPROVING THE SALE, SUBJECT TO OVERBIDS, AND  
(III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

The Sales Procedures (as hereinafter defined) in the Motion for Order: (I) Approving Procedures for the Sale of the Debtors' Hosted Services Assets, (II) Authorizing the Sale Free and Clear of All Liens, Claims, Interests and Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, and (IV) Granting Related Relief (the "Motion") [Docket No. 681] filed by CommPartners Holding Corporation, *et al.* (collectively, the "Debtors") was heard and considered by the Court on April 11, 2011 at 3:00 p.m. (the "Sale Procedures Hearing"); all appearance are as reflected in the record; the Court having reviewed and considered the Motion, and all evidence in support thereof; the Court having heard the arguments of counsel; it appearing that the relief requested in the Motion with respect to the Sale Procedures is reasonable and in the best interests of the Debtors' bankruptcy estates, their creditors and other parties-in-interest; the Court having placed certain findings of fact and conclusions of law on the record at the hearing pursuant to Rule 52 of the Federal Rules of Civil Procedure as made applicable pursuant to Bankruptcy Rules 7052 and 9014, and as supplemented by the written findings and conclusions set forth herein; and after due deliberation and sufficient cause appearing;

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The Debtors have articulated good and sufficient reasons for, and the best interests of Debtors' estate, creditors and other parties in interest will be served by, this Court granting the relief requested in the Motion including approval of: (1) the Sale Procedures (the "Sales Procedures") as defined in the Motion, as incorporated herein by reference, and subject to the extension to the Deposit Deadline (as hereinafter defined) as set forth herein, (2) the procedures (the "Cure Procedures") described below for the determination of the amounts necessary to cure defaults under the Contracts as of the date of this Order (the "Cure Costs") and to address any other disputes in connection with the assumption and assignment of the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code, and (3) the form, timing and manner



1 of notice of the proposed sale, the Sale Procedures, the notice procedures (the “Notice  
2 Procedures”) set forth herein below and the other matters described herein, including the form of  
3 notice of the proposed sale attached to the Motion as **Exhibit 4** (the “Sale Notice”).

4 C. Under the circumstances, the Sale Procedures constitute reasonable, sufficient,  
5 adequate and proper means to provide potential competing bidders with an opportunity to submit  
6 and pursue higher and better offers for all or substantially all of the Purchased Assets. The Sale  
7 Procedures: (i) were negotiated in good faith and at arms’ length between the Debtors and the  
8 Stalking Horse, (ii) are reasonable and appropriate under the circumstances, in light of the size  
9 and nature of the transactions proposed under the Purchase Agreement as compared to  
10 comparable transactions, and have been necessary to induce the Stalking Horse to continue to  
11 pursue such transactions and to continue to be bound by the Purchase Agreement, and (iii)  
12 induced the Stalking Horse to submit its bid, as memorialized in the Purchase Agreement, to  
13 serve as a minimum floor on which the Debtors, their creditors and other bidders may rely,  
14 thereby constituting a material benefit to the Debtors and their creditors by increasing the  
15 likelihood that the Debtors will receive the best possible value for the Purchased Assets.

16 D. Payment of the Break-Up Fee under the circumstances described in Section 11 of  
17 the Purchase Agreement: (i) will result in the payment of only the actual and necessary costs and  
18 expenses of the Stalking Horse in the event of such circumstances, (ii) will constitute actual and  
19 necessary costs and expenses of preserving and maximizing the value of the Debtors’ estates  
20 within the meaning of Sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, and (iii) is  
21 reasonable and appropriate in light of the commitments that have been made by the Stalking  
22 Horse and the efforts it has made and will make in connection with the Purchase Agreement.

23 E. The Debtors have articulated good and sufficient reasons for, and the best  
24 interests of the Debtors’ estate and stakeholders will be served by, this Court scheduling a Sale  
25 Hearing to consider entry of the Sale Order, including approval of the Sale Transaction and the  
26 transfer of the Purchased Assets to the Purchaser (or another Winning Bidder) free and clear of  
27 all Claims, pursuant to Section 363(f) of the Bankruptcy Code.

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1 F. The Sale Notice is reasonably calculated to provide parties in interest with proper  
2 notice of the potential sale of the Purchased Assets, the related Sale Procedures, the Sale  
3 Hearing, the Sale Transaction and related implications on creditors and other parties in interest.

4 G. The Motion and Order comply with all applicable provisions of the Bankruptcy  
5 Code, the Bankruptcy Rules and the Local Bankruptcy Rules.

6 H. Due, sufficient and adequate notice of the relief granted herein has been given to  
7 parties in interest.

8 I. Any finding of fact that would more appropriately be described as a conclusion  
9 of law shall be deemed to be a conclusion of law.

10 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, CONCLUDED**  
11 **AND DECREED AS FOLLOWS:**

12 1. The Motion is GRANTED to the extent set forth herein.

13 2. All objections to entry of this Order that have not been withdrawn, waived or  
14 settled as announced to the Bankruptcy Court at the Sale Procedures Hearing or the terms of this  
15 Order are overruled.

16 3. The Sale Procedures shall govern all bids and bid proceedings relating to the  
17 Purchased Assets, and are hereby approved in all respects and shall govern all matters relating to  
18 the subject of such provisions.

19 4. The failure specifically to include or reference any particular provision of the Sale  
20 Procedures in this Order shall not diminish or impair the effectiveness of any such procedure or  
21 provision, it being the intent of the Bankruptcy Court that the Sale Procedures be authorized and  
22 approved in their entirety, respectively. No further order of the Court is or shall be necessary for  
23 the Sales Procedures to be effective and implemented, and the Debtors are hereby authorized and  
24 directed to take any and all actions necessary or appropriate to implement the Sales Procedures.

25 5. Any person wishing to submit a higher or better offer for the Purchased Assets, or  
26 any portion thereof, must do so in accordance with the terms of the Sale Procedures and must  
27 submit a Qualified Bid. In connection with the submission of a Qualified Bid, each bidder will  
28



1 be required to confirm that it has not engaged in any collusion with respect to the bidding or  
2 submission of the Qualified Bid.

3 6. The deadline for submitting a Competing Bid (as such term is defined in the Sale  
4 Procedures) shall be April 22, 2011 at 4:00 p.m. PDT for all Competing Bidders (the  
5 "Bid Deadline"), as further described in the Sale Procedures; *provided, however*, that the  
6 deadline for Competing Bidders to make their Initial Deposits (the "Deposit Deadline") shall be  
7 extended to April 25, 2011 at 12:00 p.m. PDT.

8 7. The deadline for objecting to the approval of the Sale Transaction (other than an  
9 objection to the proposed assumption and assignment of the Assumed Contracts or to any  
10 proposed Cure Costs), including the sale of the Purchased Assets free and clear of all Claims  
11 pursuant to Section 363(f) of the Bankruptcy Code shall be April 22, 2011 (the "Objection  
12 Deadline") for all parties in interest; *provided, however*, that if a determination is made at the  
13 Sale Hearing that the Winning Bidder is a bidder other than the party having submitted the  
14 highest bid at the Auction (as such term is defined below), parties in interest may object at the  
15 Sale Hearing to the court's determination of such Winning Bidder as having submitted the  
16 highest and best bid for the Purchased Assets, to whether the Winning Bidder has provided  
17 adequate assurance of future performance, and to any other issue relating to the Winning Bidder  
18 that is properly before the Court.

19 8. The Purchaser shall constitute a Qualified Bidder (as defined in the Sale  
20 Procedures) for all purposes and in all respects with regard to the Sale Procedures.

21 9. As further described in the Sale Procedures, if more than one Qualified Bid is  
22 timely received, a Bankruptcy Court-supervised auction may be conducted at the outset of the  
23 Sale Hearing to determine the Winning Bidder (the "Auction"). If the Debtors do not receive  
24 any Qualified Bid other than the Stalking Horse's bid pursuant to the Purchase Agreement, they  
25 will not hold an Auction and the Stalking Horse will be named the Winning Bidder.

26 10. The Court shall conduct the Sale Hearing on April 26, 2011 at 1:30 p.m. PDT at  
27 which time the Court will consider approval of the Sale Transaction to the Winning Bidder. The  
28 Sale Hearing may be adjourned or rescheduled without notice by an announcement of the

1 adjourned date at the Sale Hearing; provided, however, that the Sale Hearing shall not be deemed  
2 to have been held until it is substantially complete.

3 11. The Debtors are hereby authorized to conduct the Auction and the Sale  
4 Transaction (or other similar transaction, if the Winning Bidder is a party other than the  
5 Purchaser) without the necessity of complying with any state or local bulk transfer laws or  
6 requirements.

7 12. The manner of notice of the proposed sale, the Sale Procedures and the Sale  
8 Hearing are approved in all respects. In particular, no other or further notice of the proposed  
9 sale, the Sale Procedures and the Sale Hearing shall be required except as follows: (a) within  
10 two (2) business days after entry of this Order, the Debtors shall serve the Sale Notice by first-  
11 class mail, postage pre-paid, on its entire mailing matrix.

12 13. The failure of any objecting person or entity to timely file its objection shall be a  
13 bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, or the  
14 consummation and performance of the sale of the Purchased Assets contemplated by the  
15 Purchase Agreement or a Marked Agreement (as defined in the Sale Procedures), if any.

16 14. The minimum overbid purchase price set forth in the Sale Procedures is hereby  
17 approved.

18 15. The following procedures shall govern the assumption and assignment of  
19 Assumed Contracts in connection with the sale of the Purchased Assets to the Purchaser:

20 a. Objections, if any (the "Section 365 Objections"), to the proposed Cure  
21 Costs set forth in the Motion, or to the proposed assumption and assignment of the  
22 Assumed Contracts, including, but not limited to, objections related to adequate  
23 assurance of future performance or objections relating to whether applicable law excuses  
24 the non-debtor counterparty from accepting performance by, or rendering performance  
25 to, the Purchaser for purposes of Section 365(c)(1) of the Bankruptcy Code, must be in  
26 writing and filed with the Bankruptcy Court and served on the Purchaser's and Debtors'  
27 respective counsel of record so as to be received no later than April 22, 2011 (the  
28 "Section 365 Objection Deadline"). Where a non-debtor counterparty to a Assumed



1 Contract files a Section 365 Objection meeting the requirements of this subparagraph (c),  
2 objecting to the assumption by the Debtors and assignment to the Purchaser of such  
3 Assumed Contract (the "Disputed Assumption") and/or asserting a cure amount higher  
4 than the proposed Cure Costs listed in the Motion (the "Disputed Cure Costs"), the  
5 Debtors, the Purchaser and the non-debtor counterparty shall meet and confer in good  
6 faith to attempt to resolve any such objection without Bankruptcy Court intervention.

7 b. If any of the Debtors, the non-debtor counterparty or the Purchaser  
8 determine that the objection cannot be resolved without judicial intervention, then the  
9 determination of the assumption and assignment of the Disputed Assumption and/or the  
10 amount to be paid under Section 365 of the Bankruptcy Code with respect to the  
11 Disputed Cure Costs will be determined by the Bankruptcy Court at a hearing established  
12 for such purpose.

13 c. Any non-debtor counterparty to an Assumed Contract who fails to file  
14 timely a Section 365 Objection to the proposed Cure Costs or the proposed assumption  
15 and assignment of an Assumed Contract by the Section 365 Objection Deadline, is  
16 deemed to have consented to such Cure Costs and the assumption and assignment of such  
17 Assumed Contract, and shall be forever barred from objecting to the Cure Costs or such  
18 assumption and assignment of the Assumed Contract, and from asserting any additional  
19 cure or other amounts against the Debtors, Debtors or their estates, the Purchased Assets  
20 or the Purchaser, in connection with the proposed sale.

21 d. Except as may otherwise be agreed to by the parties to an Assumed  
22 Contract, the defaults under the Contracts that must be cured in accordance with Section  
23 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser or the Debtors,  
24 as required pursuant to the Purchase Agreement, shall pay all Cure Costs relating to an  
25 assumed executory contract or unexpired lease upon the earlier of (i) ten days after the  
26 Closing Date, or (ii) with respect to Disputed Cure Costs, the date the amount thereof is  
27 finally determined. Nothing herein shall affect the Debtors' rights and obligations under  
28 Section 365(k) of the Bankruptcy Code.

1 e. Nothing in the Notice Procedures or the Sale Procedures limits, restricts  
2 or expands the rights of parties to executory contracts and unexpired leases pending  
3 assumption or rejection, including any rights to seek further relief from the Bankruptcy  
4 Court (including motions to compel a prompt final decision on assumption or rejection),  
5 or the rights of other parties in response to such requests.

6 16. The Debtors are authorized to comply with their obligations and undertakings  
7 under the Purchase Agreement (including, without limitation, the Sales Procedures) until the  
8 earlier of the termination of the Purchase Agreement or the Closing Date. Furthermore, upon  
9 consummation of the sale of the Purchased Assets, nothing in this Order alters or amends the  
10 terms and conditions of, or the rights and obligations of the non-Seller parties to, the Purchase  
11 Agreement.

12 17. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062,  
13 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and  
14 enforceable upon its entry.

15 18. The Debtors are authorized and empowered to take such steps, expend such sums  
16 of money and do such other things as may be necessary to implement and effect the terms and  
17 requirements established and relief granted in this Order.

18 19. The Sale Transaction is consistent with Section 363(b)(1)(A) of the Bankruptcy  
19 Code and the Debtors' privacy policy, and no consumer privacy ombudsman is necessary in  
20 connection with the Court's consideration of the Motion and approval of the bid of the Winning  
21 Bidder.

22 20. The Court shall retain jurisdiction over any matter or dispute arising from or  
23 relating to the implementation of this Order. All Qualified Bidders and all parties having  
24 submitted an objection to or other pleading with respect to the Motion and all matters arising  
25 therefrom (including, without limitation, a Section 365 Objection) are and shall be deemed to  
26 have submitted to the exclusive jurisdiction of this Court with respect to all matters related to the  
27 Auction and the terms and conditions of the transfer of the Purchased Assets. The Stalking  
28 Horse shall have standing to appear and be heard with respect to any matter arising from or



1 relating to the Auction and the sale of the Purchased Assets, including, without limitation, the  
2 Court's approval of the bid submitted by a Winning Bidder other than the Stalking Horse and the  
3 Court's consideration of such a bid as the highest and best bid for the Purchased Assets.

4 21. Any conclusion of law that would more appropriately be described as finding of  
5 fact shall be deemed to be finding of fact.

6 **IT IS SO ORDERED.**

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**LR 9021 CERTIFICATION**

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

- ☐ The Court has waived the requirement set forth in LR 9021(b)(1).
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

Dawn Cica, Esq./Darryl Laddin, Esq. (Verizon and Paetec): APPROVED  
Dawn Cica, Esq./Kurt Gywnne, Esq. (Qwest): DISAPPROVED  
Candace Carlyon, Esq. (U.S. Telepacific, *et al.*): APPROVED  
Zachariah Larson, Esq./Shara Larson, Esq. (Windmill Durango): APPROVED  
Brett Axelrod, Esq./Gordon Goolsby, Esq. (Level 3): NO RESPONSE  
Bart Larsen, Esq./Thomas Coffey, Esq. (AT&T): APPROVED  
Mark Schreiber, Esq. (Calaveras, *et al.*): APPROVED  
Michael D. Mazur, Esq. (Leading Edge): NO RESPONSE

- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###